

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

ABSOLUT FACILITIES MANAGEMENT, LLC,

Debtor.

Chapter 11

Case No. 19-76260 (AST)

RONALD WINTERS, as Plan Administrator under
the Chapter 11 Plan of Absolut Facilities
Management, LLC,

Plaintiff,

Adv. Proc. No. 21-08107 (AST)

- against -

GRANDVIEW BROKERAGE CORPORATION,

Defendant.

ANSWER

Defendant, Grandview Brokerage Corporation, by its attorneys Lipsius-Benhaim Law, LLP, for its answer and affirmative defenses, states as follows:

1. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.
2. Admit that Defendant is a New York corporation, has an office in Brooklyn, and that it acted on behalf of Debtor pre-petition and post-petition in securing insurance, and otherwise deny each and every allegation contained in paragraph 2 of the Complaint.
3. Paragraph 3 of the Complaint states a legal conclusion to which no answer is required. To the extent an answer is required, Defendants denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint.
4. Paragraph 4 of the Complaint states a legal conclusion to which no answer is required. To the extent an answer is required, Defendants denies knowledge or information

sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint.

5. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint.

6. Paragraph 6 of the Complaint states a legal conclusion to which no answer is required. To the extent an answer is required, Defendants denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint.

7. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint.

8. Admit that payments from Debtor to Defendant were made in were made in June, July and September of 2019, and otherwise deny each and every allegation contained in paragraph 8 of the Complaint.

9. Deny each and every allegation contained in paragraph 9 of the Complaint and refer to the documentary evidence.

10. Deny each and every allegation contained in paragraph 10 of the Complaint and refer to the documentary evidence.

11. Deny each and every allegation contained in paragraph 11 of the Complaint and refer to the documentary evidence.

12. Deny each and every allegation contained in paragraph 12 of the Complaint and refer to the documentary evidence.

13. Admit that Defendant filed a proof of claim in the amount of \$735,965.33, refer to said document for the content thereof, and otherwise each and every allegation contained in paragraph 13 of the Complaint

FIRST CLAIM FOR RELIEF

14. Repeats and realleges the responses to the allegations contained in paragraphs 1 through 13 of the Complaint.

15. Deny each and every allegation contained in paragraph 15 of the Complaint.

16. Admit knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint.

17. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint.

18. Deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint.

19. Deny the allegations contained in paragraph 19 of the Complaint.

FIRST AFFIRMATIVE DEFENSE

Plaintiff has failed to state a valid cause of action against answering defendant.

SECOND AFFIRMATIVE DEFENSE

The payments complained of were made in consideration of new value.

THIRD AFFIRMATIVE DEFENSE

The payments complained of were made in the ordinary course of business defense.

FOURTH AFFIRMATIVE DEFENSE

The payments complained of were made in a contemporaneous exchange.

FIFTH AFFIRMATIVE DEFENSE


Defendant will rely upon any and all further defenses which become available or appear during discovery in this action and hereby specifically reserves its right to amend its answer for the purpose of asserting any such additional defenses.

WHEREFORE, Defendant demands judgment:

1. Dismissing the Complaint in its entirety and with prejudice;
2. Awarding Defendant all costs and fees, including counsel fees, that Defendant incurs in connection with the defense of this action; and
3. For such other and further relief as the Court deems just and proper.

Dated: Kew Gardens, New York
August 2, 2021

LIPSIUS-BENHAIM LAW, LLP
Attorneys for Defendant

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